

SECTION 9. CONFIDENTIALITY AND PUBLICITY

9.1 All Confidential Information disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 8.

9.2 As used in this Section 9, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- 9.2.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 9.2.2 Any forecasting information provided pursuant to this Agreement;
- 9.2.3 Customer information (except to the extent that (a) the customer information is published in a directory, (b) the customer information is disclosed through or in the course of furnishing a telecommunications service, such as a directory assistance service, operator service, Caller ID or similar service, or, (c) the customer to whom the customer information is related has authorized the Receiving Party to use and/or disclose the customer information);
- 9.2.4 Information related to specific Connecting Facilities or equipment;
- 9.2.5 Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- 9.2.6 Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within thirty (30) days after disclosure, to be "Confidential" or "Proprietary."

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 9.2.5 or 9.2.6.

9.3 Each Party agrees that it will use the Confidential Information received from a Disclosing Party only in performance of this Agreement and will not disclose any Confidential Information of the other Party in whole or in part, including derivations, to any third party, unless the Parties agree to modify this Agreement to provide for a specific nondisclosure period for specific materials. Moreover, the Receiving Party shall:

- 9.3.1 use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance (but in no case a degree of care less than commercially reasonable) and such degree of care will be reasonably calculated to prevent inadvertent disclosure;

9.3.2 limit access to such Confidential Information to its employees, attorneys and agents who are directly involved in the consideration of the Confidential Information and inform its employees and agents who have access to such Confidential Information of its duty not to disclose; and

9.3.3 upon discovery of any inadvertent disclosure of Confidential Information, take immediate steps to prevent any further inadvertent disclosure.

9.4 Information will not be deemed Confidential Information and the Receiving Party will have no obligation with respect to any such information which:

9.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the Receiving Party or its Affiliates; or

9.4.2 was at the time of receipt already in the possession of or known to the Receiving Party or by any other Affiliate of the Receiving Party prior to disclosure, or is at any time developed by an employee, agent or contractor of the Receiving Party independently of any such disclosure; or

9.4.3 was disclosed to the Receiving Party by a third person who was not subject to any obligations of confidentiality to the Disclosing Party; or

9.4.4 is disclosed or used by the Receiving Party, not less than five (5) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or is approved for release by written authorization of the Disclosing Party; or

9.4.5 is required to be disclosed by the Receiving Party pursuant to applicable law or regulation, including a subpoena or order, of a governmental agency or disclosure is required by operation of law provided the Receiving Party shall attempt to give at least thirty (30) days (or such lesser time as may be available based on the timing of the request) notice to the Disclosing Party to enable the Disclosing Party to seek a protective order; or

9.4.6 is independently developed by the Receiving Party.

9.5 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

9.6 Notwithstanding the provisions of this Section 9, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or applicable law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to

whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

9.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information

9.8 The provisions of this Section 9 shall be in addition to and not in derogation of any provisions of applicable law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, customer proprietary network information provided by applicable law.

9.9 Each Party's obligations under this Section 9 shall survive expiration, cancellation or termination of this Agreement.

9.10 Since either Party may choose not to use or announce any services, products or marketing techniques relating to discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Confidential Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

9.11 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

9.12 Except for public filings, litigation, or other administrative or judicial proceedings arising from or related to the Agreement, all publicity regarding this Agreement and its Attachment(s) is subject to the Parties' prior written consent.

9.13 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

SECTION 10. INDEMNITY

10.1 Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its subscribers and end-user customers.

10.2 To the extent not prohibited by law or tariff and except as otherwise provided in the Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers, employees and authorized agents or contractors of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all third party claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

10.3 The Indemnified Party will promptly notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 10. The written notice shall include a statement of facts known to the Indemnified Party related to the claim and an estimate of the amount thereof. If requested by the Indemnifying Party, the Indemnified Party shall tender the defense of such claim, lawsuit or demand.

10.3.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may give written notice to the Indemnifying Party of its intention to proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

10.3.2 In the event the Indemnified Party elects to decline such indemnification, then the Indemnified Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. Election to decline such indemnification must be in writing and notice must be provided to the Indemnifying Party.

10.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand or lawsuit; provided, however, the Indemnifying Party shall have the right in its discretion to settle any claim, demand or lawsuit.

10.4 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

10.5 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

10.6 Each Party will reimburse the other Party for any loss through theft of Connecting Facilities provided under this Agreement on such Party's premises attributable to the reimbursing Party's actions (or to that of its agents or employees), except to the extent that such loss is due to the other Party's negligence.

10.7 The Parties will cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the Connecting Facilities and interchange of Traffic including, without limitation, workers compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

10.8 Neither Party will be required to indemnify or reimburse the other for any claim pursuant to this Section 10 arising out of a single incident, where the amount in controversy is less than Five Thousand Dollars (\$5,000.00).

SECTION 11. INTELLECTUAL PROPERTY

11.1 Neither Party shall have any obligation to defend, indemnify or hold harmless the other Party, acquire any license or right for the benefit of the other Party, arising from any Claim by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any Connecting Facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

11.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, a Party, either express or implied, with respect to any patent, copyright, trademark, service mark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, except to the extent necessary for the other Party to use any Connecting Facilities or equipment (including software) or to receive any service under this Agreement or as specifically required by applicable federal and state law relating to interconnection and access to telecommunications facilities and services, and for no other purpose. Any such right or license under this Section is granted "AS IS" and the other Party's exercise of such right or license shall be at the sole and exclusive risk of the other Party.

SECTION 12. WARRANTIES AND LIABILITY

12.1 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE OTHER PARTY'S USE OF CONNECTING FACILITIES OR SERVICES PROVIDED UNDER THIS AGREEMENT.

12.2 As used in this Section 12, "Service Failure" means a failure to comply with a direction to install, restore or terminate Connecting Facilities under this Agreement, a failure to provide services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any services under this Agreement.

12.3 Except as otherwise stated in Section 12.6, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's customers, and to any other person, for claims arising out of a

Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the services that are subject to the Service Failure for the period in which such Service Failure occurs.

12.4 Except as otherwise stated in Section 12.6, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

12.5 The limitations and exclusions of liability stated in Sections 12.2 through 12.4 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence or a Party), or otherwise.

12.6 Nothing contained in Sections 12.2 through 12.5 shall exclude or limit liability:

12.6.1 under Sections 10, Indemnification, or 4.7, Taxes;

12.6.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

12.6.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or toxic or hazardous substances, to the extent such damages are otherwise recoverable under applicable law;

12.6.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

12.6.5 under Section 258 of the Act or any order of FCC of the Commission implementing Section 258; or

12.6.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

SECTION 13. RECORD RETENTION

13.1 Each Party shall keep adequate records of its operations and transactions under this Agreement and, subject to the confidentiality provisions contained in Section 9 of this Agreement, shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

13.2 All data associated with the provision and receipt of Connecting Facilities and services pursuant to this Agreement will be maintained for the greater of:

- 13.2.1 the retention time required by law for maintaining federal, state, and local tax information;
- 13.2.2 the retention time required by law or regulation in order to substantiate or reconstruct an end-user invoice; and
- 13.2.3 the retention time currently used by Citizens for its billing information or Carrier for its own billing information, in compliance with legal or regulatory requirements; or
- 13.2.4 the retention time as agreed to by both Parties in writing.

13.3 In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and it results in an inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Parties' average monthly usage in the preceding three (3) months and shall use the agreed data for settlement of compensation owing under this Agreement.

13.4 Each Party shall, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other applicable federal or state regulatory authorizations.

SECTION 14. AMENDMENTS; WAIVERS

14.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

14.2 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. Any waiver of default by the other Party shall not be deemed a waiver to any other default.

14.3 No course of dealing or failure of either Party to strictly enforce any term, covenant or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants or conditions, but the same shall be and remain in full force and effect.

SECTION 15. NOTICES AND DEMANDS

15.1 All notices, demands or requests which may be given by one Party to the other Party under this Agreement (other than trouble reports and notice of interruption pursuant to Sections 3 and 5) will be in writing (or made electronically, followed by written confirmation thereof) and shall be (i) delivered in person; (ii) sent via telex, telefax, e-mail or cable; (iii) sent by the United States Mail via certified mail return receipt requested; or (iv) delivered by an overnight express courier. Any such notice shall be effective upon receipt of the Party. Any notice, demand or request shall be addressed as follows:

For Carrier:
Verizon Wireless
Attn: Mary Bacigalupi
2785 Mitchell Drive, MS 7-1
Walnut Creek, CA 94598
Telephone No. (925) 279-6006
Fax No. (925) 279-6621

For Citizens:
Citizens Communications
Attn: Manager of Interconnection
180 South Clinton
Rochester, NY 14646
Telephone No. (585) 777-5645
Fax No. (585) 424-1196

15.2 If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery will be obtained.

15.3 The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 16. ASSIGNMENT

Any assignment by either Party of this Agreement or any right, obligation, interest or duty, in whole or in part, without the prior written consent of the other Party will be void, except either Party may assign the Agreement or all or part of its rights and obligations to any legal entity which is an Affiliate of that Party without consent, but with written notification. Such written consent to assignment to all other entities will not be unreasonably withheld or delayed. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assignees of such Party and such assignment will not waive any right or remedy available to either Party under law, regulation or this Agreement, including without limitation the right of set-off. Each Party, upon prior written notice to the other, may from time to time and without additional consideration add any of its future Affiliates as parties to this Agreement and the other Party shall reasonably cooperate in amending this Agreement to effect such an addition; provided, however, such addition is subject to the condition that any such added Affiliate of Citizens be a local exchange carrier and any such added Affiliate of Carrier be a CMRS carrier.

SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

17.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach, except for (i) an action seeking a temporary restraining order or injunction related to the confidentiality provisions of Section 9 or to compel compliance with this dispute resolution process; or (ii) disputes that fall within the jurisdiction of the FCC or the Commission, unless the Parties agree at the time of the dispute to submit the matter to arbitration.

17.2 At the written request of a Party, each Party shall appoint within ten (10) business days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of forty-five (45) days after the request to resolve any dispute arising

under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

17.3 If the negotiations do not resolve the dispute within forty-five (45) days after the initial written request, the Parties may raise such dispute to a court of competent jurisdiction, the FCC or Commission. Alternatively, the Parties may by mutual consent elect to submit such claim to either non-binding or mutual binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. Any arbitration mutually agreed upon by the Parties will be conducted in accordance with the procedures set out in those rules. Reasonable discovery shall be allowed and controlled by the arbitrator. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the capital city of the State or as mutually agreed to by the Parties. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The arbitrator shall not have authority to award punitive damages. Where both Parties consent to mutual binding arbitration, the decision of the arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.4 Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

17.5 Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section 17. With respect to a Billing Dispute under Section 5.4, the disputing Party may withhold payment of the disputed amount, but must pay all charges not in dispute per the payment terms in this Agreement. The disputing Party will cooperate with the billing Party to resolve any dispute expeditiously. If the Parties fail to resolve the Billing Dispute within thirty (30) days of written notice of a disputed amount, then either Party may submit the dispute to binding arbitration pursuant to Section 17.3 of this Agreement. Any amounts which are then determined by arbitration to be owing to the billing Party shall be paid within ten (10) days of the arbitration decision. In the event the Billing Dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to a late payment penalty under Section 4.5.

17.6 No arbitration demand or other judicial or administrative action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

SECTION 18. GOVERNING LAW

18.1 This Agreement shall be deemed to be a contract made under and will be governed by, construed, interpreted and enforced in accordance with the Act and the FCC's rules. To the extent federal law is inapplicable, the Agreement will be subject to the domestic laws of the State of Illinois, without regard to its conflicts of laws rules.

18.2 Each Party shall remain in compliance with applicable law in the course of performing this Agreement.

18.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of applicable law, or acts or failures to act of any governmental entity or official.

18.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

18.5 If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

18.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law, significantly affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, including the rates identified in the Service Attachment(s), the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

SECTION 19. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

SECTION 20. HEADINGS

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement. This Agreement is the joint work product of representatives of Citizens and Carrier. For convenience, it has been drafted in final form by one of the Parties. In the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

SECTION 21. FORCE MAJEURE

21.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement which results from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power failure, unusually adverse weather conditions, inability to secure equipment, software, products, services or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions).

21.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

21.3 Notwithstanding the provisions of Section 21.1 and 21.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

21.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

SECTION 22. REGULATORY APPROVAL

22.1 This Agreement is subject to approval by the Commission. This Agreement will not be effective in such state notwithstanding the Parties' signatures until after such approval has been obtained.

22.2 Each Party agrees to cooperate with each other and take all steps necessary and proper to expeditiously obtain approval of this Agreement. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission. During the term of this Agreement, each Party agrees to continue to cooperate with each other so that the benefits of this Agreement may be achieved.

SECTION 23. THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party, assignee or successor of a Party to this Agreement and shall not be construed to provide any such third party with any remedy, claim, liability, reimbursement, cause of action or other privilege or right in excess of those existing without reference to this Agreement.

SECTION 24. NO JOINT VENTURE

The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers or agents of one another. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted in writing by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

SECTION 25. REMEDIES

Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

SECTION 26. TIME OF ESSENCE

Time is of the essence of this Agreement.

SECTION 27. PRONOUNS

Pronouns used herein are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require; the term "person" includes an individual, corporation, association, partnership, limited liability company, limited liability partnership, trust, and any other organization; and the term "includes" is to be construed as without limitation.

SECTION 28. FURTHER ASSURANCES

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

ENTIRE AGREEMENT

This Agreement, including the preamble and all Attachment(s) hereto, shall constitute the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, neither Party is bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. All exhibits referred to in this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services to be executed in their behalf on the dates set forth below:

Cellco Partnership d/b/a Verizon Wireless

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Rockford MSA Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Chicago SMSA LP d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless
By Chicago SMSA LP, Its General Partner
By Cellco Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Southern & Central Wireless LLC d/b/a Verizon Wireless
By Cellco Partnership, Its Sole Member

Springfield Cellular Telephone Company d/b/a Verizon Wireless
By New Par, Its General Partner

By Verizon Wireless (VAW) LLC, Its General Partner

Chicago 10 MHz LLC d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

CyberTel Cellular Telephone Company d/b a Verizon Wireless
By Cellco Partnership, Its General Partner

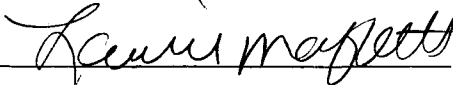
By: 

Typed: Anthony J. Melone

Title: Vice President – Network Operations Support

Date: 10/17/02

Citizens Telecommunications Company of Illinois

By: 

Typed: Laurie Maffett

Title: VP, Regulatory & Government Affairs

Date: 12/18/02

ATTACHMENT 1

CITIZENS'S CONTACT LIST

General Repair (switch), 800-921-8104

Circuit based trouble, EAST 800-565-1619

Circuit based trouble, WEST 800-716-2425

NEW ORDERS ONLY

Specialist, Sales Support, ICSC - 1-888-444-2267

Carrier's Account Management group can be contacted for up to date specific market contact information.

SERVICE ATTACHMENT – 1

POINT OF INTERCONNECTION

Geographic Area: Illinois

Citizens's direct interconnection location: _____

Point of Interconnection (POI): _____

NPA _____ NXX _____

Carrier's direct interconnection location: _____

Point of Interconnection (POI): _____

NPA _____ NXX _____

Note: Citizens and Carrier may indirectly exchange traffic through the facilities of third parties per the Agreement.

Both Parties will cooperate with each other to document where Carrier has interconnection facilities with Citizens and properly complete this Service Attachment.

SERVICE ATTACHMENT - 2

Section 1 – Usage Sensitive Charges

- 1.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The rates in this Section 2 constitute compensation to the Parties for both the Transport and Termination of Local Traffic interchanged between them.

- | | | |
|-----|---|-----------------------------|
| 1.2 | Mobile-to-Land (Terminating) per minute of use | \$0.0112 |
| | Land-to-Mobile (Carrier charges Citizens) per minute of use | \$0.0112 |
| | Wireline to Wireline (Land to Land) in both directions | \$0.00 (Bill & Keep) |
| | Non-Local Traffic | Switched Access Rates apply |

- | | | |
|-----|----------------------|----------|
| 1.3 | Transit Service Rate | \$0.0055 |
|-----|----------------------|----------|

- | | | |
|-----|---|-----|
| 1.4 | PIU/PLU Factors as described in Section 4.6 | |
| | PIU | 1% |
| | PLU | 99% |

- 1.5 Initial Traffic Factors:
 Mobile-to-Land 75%
 Land-to-Mobile 25%

Section 2 – Network Facilities

- 2.1 If Citizens is requested to provide facilities between the POI and any Carrier facilities or locations within Citizens service area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff. The rates for such facilities set forth in Citizens FCC #1 Tariff, are subject to change during the term of this Agreement
- 2.2 Initial Traffic Factors:
 Carrier shall pay 75% of the recurring and non-recurring two-way facility as noted in Section 4.2.2 of the Agreement. Citizens shall pay 25% of the recurring and non-recurring two-way facility as noted in Section 4.2.2 of the Agreement.

Section 3 – Assumed Minutes of Use percentages as described in Section 4.4

- 3.1 Carrier shall assume 75% ownership of the assumed minutes and Citizens shall assume 25% ownership of the assumed minutes (i.e., the ratio of Mobile to Land traffic is 75/25) for those Citizens End Offices identified in writing to Carrier.
- 3.2 Each Party agrees each DSO will equal 5,000 assumed minutes of use per month for each voice grade connecting circuit. For example, based on the Traffic Factors above: If we have (24) DSOs or (1) DS1, Citizens would bill Carrier for 3,750 minutes per month for each DSO and Carrier would bill Citizens for 1,250 minutes per month for each DSO (90,000 and 30,000 respectively for a DS1).

Exhibit A

Verizon Wireless Licensee & Market Information

Licensee	Market	State
GTE Wireless of the Midwest Incorporated	Davenport-Rock Island-Moline	IA/IL*
Illinois RSA 1 Limited Partnership	Illinois 1-Jo Daviess	IL
Rockford MSA Limited Partnership	Rockford	IL
Cellco Partnership	Illinois 8-Washington	IL
	Illinois 9-Clay	IL
	Illinois 3-Mercer	IL
	Illinois 5-Mason	IL
	Peoria	IL
	Gary-Hammond-East Chicago	IN*
Chicago SMSA Limited Partnership	Aurora-Elgin	IL
	Chicago	IL
	Joliet	IL
	Kankakee	IL
Illinois RSA 6 and 7 Limited Partnership	Illinois 6-Montgomery	IL
	Illinois 7-Vermillion	IL
Illinois SMSA LP	Bloomington-Normal	IL
	Champaign-Urbana-Rantoul	IL
	Decatur	IL
	Illinois 5-Adams	IL
	Illinois 5-Mason	IL
	Springfield	IL
Southern & Central Wireless LLC	Chicago (Kenosha Co. - WI)	IL
Springfield Cellular Telephone Company	Springfield	OH*
Chicago 10 MHz LLC	Chicago	IL
CyberTel Cellular Telephone Company	St. Louis	MO/IL *

* The asterisk denotes that the indicated license authorizes services in multiple states. Only the portion of the traffic which relates to traffic in the state subject to this Interconnection Agreement will be subject to the terms and conditions of this Agreement.

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS.....	1
SECTION 2. INTERCONNECTION.....	5
SECTION 3. USE OF FACILITIES AND SERVICES.....	9
SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS	12
SECTION 5. BILLING AND PAYMENT.....	15
SECTION 6. ALLOWANCE FOR INTERRUPTIONS	16
SECTION 7. AUDIT	17
SECTION 8. TERM AND TERMINATION OF AGREEMENT	17
SECTION 9. CONFIDENTIALITY AND PUBLICITY	18
SECTION 10. INDEMNITY	21
SECTION 11. INTELLECTUAL PROPERTY	23
SECTION 12. WARRANTIES AND LIABILITY	23
SECTION 13. RECORD RETENTION.....	24
SECTION 14. AMENDMENTS; WAIVERS.....	25
SECTION 15. NOTICES AND DEMANDS	25
SECTION 16. ASSIGNMENT.....	26
SECTION 17. ESCALATION DISPUTE RESOLUTION AND MEDIATION	26
SECTION 18. GOVERNING LAW.....	28
SECTION 19. EXECUTED IN COUNTERPARTS.....	29
SECTION 20. HEADINGS	29
SECTION 21. FORCE MAJEURE	29
SECTION 22. REGULATORY APPROVAL	29
SECTION 23. THIRD-PARTY BENEFICIARIES	30
SECTION 24. NO JOINT VENTURE.....	30
SECTION 25. REMEDIES.....	30
SECTION 26. TIME OF ESSENCE	30
SECTION 27. PRONOUNS.....	30
SECTION 28. FURTHER ASSURANCES	31
SECTION 29. ENTIRE AGREEMENT.....	31

TABLE OF CONTENTS
(continued)

Page

ATTACHMENT 1

SERVICE ATTACHMENT - 1

SERVICE ATTACHMENT - 2

EXHIBIT A